

EXHIBIT 11

CHOATE

CHOATE HALL & STEWART LLP

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January 7, 2016

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Tony Xu, CEO
Jerry Bednyak, Secretary
DashDoor, Inc.
470 Oliver Avenue
Palo Alto, CA 94306

National Registered Agents, Inc.
155 Federal Street
Suite 700
Boston, MA 02110

*Re: Demand Letter Under Chapter 93A, §§2, and 11
Infringement of the Trademark and Related Signs, Symbols and Marks of
Legal Seafoods, LLC*

Dear Gentlemen:

This firm and the undersigned represent the interests of Legal Sea Foods, LLC including, without limitation, its restaurants known as *Legal Crossing*, *Legal Oysteria*, *Legal Sea Foods*, and *Legal Test Kitchen* (hereinafter collectively referred to as “Legals” unless otherwise stated). Insofar as Legals is represented by the undersigned as counsel, kindly direct all communications and correspondence to counsel for Legals, and do not communicate directly with the Company.

This Demand Letter is served pursuant to Massachusetts General Laws Chapter 93A §2 and §11 to DoorDash, Inc. (“DoorDash”) advising it of violations of state and federal statutes governing the rights of Legals to certain trademarks and related signs, symbols and other marks (hereinafter collectively referred to as “Legals’ Trademarks”). DoorDash is willfully and intentionally (a) infringing upon the federal protected trademarks of Legals in violation of 15 U.S.C. §1114, *et seq.*; (b) using registered trademarks of Legals in violation of 15 U.S.C. §1125(a); (c) diluting Legals’ Trademarks in violation of 15 U.S.C. §1125(c), and (d) breaching certain common law and state law trademark rights of Legals. Legals seeks damages for DoorDash’s unfair and deceptive trade practices as set forth herein and for a *second time* it demands that DoorDash immediately cease and desist from using Legals’ Trademarks for any purpose.

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Litigation Hold. This Demand Letter further puts DoorDash on notice to place a *litigation hold* on all documents including electronically stored information relating to the claims set forth in this Demand Letter. Legals demands that DoorDash preserve the following documents:

1. All documents including compliance manuals describing the process to become a DoorDash “Merchant Partner” including information relating to (a) any approval process and (b) any fees or commissions paid to DoorDash for its services. A sample copy of DoorDash’s “Become a Merchant Partner” application is attached hereto as Exhibit 1.

2. All documents relating to or evidencing agreements between DoorDash and each restaurant listed on its website whether as a “Merchant Partner” or pursuant to some other agreement whereby DoorDash is providing delivery services on their behalf including any agreements to pay a fee or commission. A copy of the DoorDash’s web pages listing certain participating restaurants as of January 4, 2016 is attached hereto as Exhibit 2. (Hereinafter, all restaurants appearing on DoorDash’s website shall be referred to as “Merchant Restaurants”)

3. All documents including communications between Legals and DoorDash concerning any application initiated by Legals to become a “Merchant Partner” of DoorDash.

4. All documents including training manuals, videos, compliance manuals relating to or used by DoorDash to train or instruct any officer, director, employee, agent, servant or independent contractor relating to delivery services including any instructions or protocols for (a) picking up food products from restaurants, (b) withholding of restaurant receipts from customers, (c) “Restaurant Do’s and Don’ts, and (d) “Types of Restaurants and Paying for Food.”

5. All documents relating to the finances of DoorDash including the information relating to (a) its 2105 Series B financing, (b) the number of restaurant partners by name and year in 2013, 2014, and 2015, (c) any private placement memorandum or offering prospectus used to raise funds, and (d) any representations made by DoorDash relating to Merchant Partners or Merchant Restaurants.

6. All documents including compliance manuals describing DoorDash’s approval process for use of the trademarks and related signs, symbols and other marks of a Merchant Partner or Merchant Restaurant including any licensing agreements.

7. All documents including compliance manuals relating to the process by which DoorDash secured or obtained without limitation as to Legals, the menus for Legal Crossing, Legal Oysteria, Legal Sea Foods, and Legal Test Kitchen (hereinafter collectively referred to as “Legals’ Restaurant Menus”) and pricing information for Legals’ Restaurant Menus posted on DoorDash’s website.

8. All documents including compliance manuals relating to the use of Legals’ Trademarks on DoorDash’s website including information as to (a) when Legals’ Trademarks

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were first posted and (b) whether any officer, director, employee, agent, servant or independent contractor of DoorDash received any compensation directly or indirectly by or resulting from the posting of Legals' Restaurant Menus on DoorDash's website.

9. All documents including compliance manuals relating to how DoorDash establishes menu prices for Merchant Partners, Merchant Restaurants, and Non-Merchant Partners including the frequency in which DoorDash alters, amends or changes menu prices.

10. All documents relating to the calculations, means and/or methods used by DoorDash to establish the price for food products and goods appearing on Legals' Restaurant Menus, which are posted on DoorDash's website.

11. All documents relating to the number of customers and amount of money charged DoorDash customers for (a) the purchase of Legals' food products and goods and (b) the delivery of Legals' food products and goods.

12. All documents including computer screen shots relating to any orders placed on or through DoorDash's website by customers for the purchase of food products and goods from Legals.

13. All documents evidencing income and/or revenue generated or received by DoorDash from the sale/re-sale and delivery of Legals' food products and goods to customers.

14. All documents relating to any customer complaints relating to the prices established and charged by DoorDash for food products and goods listed on Legals' Restaurant Menus including any customer complaints concerning inaccurate or misleading pricing.

15. All documents relating to any complaints or claims by customers relating to (a) the quality of Legals' food products and goods including any claims of food contamination or spoliation, and (b) DoorDash's delivery services.

16. All documents and communications between DoorDash and any third parties relating to the Cease and Desist Letter including consultants and non-legal advisors.

17. All documents including demand letters, cease and desist letters, complaints, or lawsuits that have been served, mailed or delivered to DoorDash relating to (a) allegations and claims similar to those set forth in this Demand Letter, (b) the lawsuit filed by In-N-Out Burgers pending in California, and (c) any investigation by a government or regulatory agency.

Factual Background and Claims.

Legals first opened in 1950 as a fish market in the Inman Square neighborhood of Cambridge, Massachusetts. The "Legal" name quickly became synonymous with quality and freshness. Legals' website provides, in part, its history as follows:

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In 1968, the Berkowitz family opened its first seafood restaurant, right next to the fish market. The fish was simply prepared, either broiled or fried, and served on paper plates at communal picnic tables. Despite the low-key trappings, the food was second to none and word quickly spread. This early success led to further expansion and now, six decades later with restaurants along the Eastern Seaboard, the family philosophy endures: Legal Sea Foods is a fish company in the restaurant business. . . . George's son, Roger, has been at the helm since 1992 and has expanded the business into new markets while maintaining the company's focus on its proud tradition and core values. So when we say, "If it isn't fresh, it isn't Legal!," we renew a commitment that has sustained us for over a half-century.

Legals is also an acclaimed restaurant as evidenced by the following awards and recognitions:

- **Most Admired Brand and Readers' Choice: Boston Business Journal 2014**
 "The Most Admired program is extremely competitive. You can imagine the criteria that filtered through voters' minds as they filled in the blanks: the quality of the companies products; their track records as corporate citizens; and their roles in defining and reshaping the local economy. In a place with as many great companies, executives and brands as Boston, reaching the top of a "most admired" list is no small thing. In truth, few places in the U.S. have the ability to match the branding power of a Dunkin' Donuts, the Boston Red Sox and Legal Sea Foods. And its no exaggeration to say that all three brands could be part of a typical day for a Bostonian: A coffee at Dunks on the way to Fenway Park, and after the game dinner at Legal's."
- **"Best Seafood Restaurant" - USA Today, 2013.** "Legal Sea Foods claws its way to the top! The votes are in and seafood-loving readers have chosen their favorite place to savor the flavors of the sea. 'If it isn't fresh, it isn't Legal' is the slogan at this popular chain - stretching from Florida to Massachusetts - which has its own waterfront purity lab that inspects every delivery. *Famed for its thick and bipartisan New England clam chowder, which has been served at the Presidential Inaugurations of all five presidents since Ronald Reagan in 1981*, it also has a huge menu of every sorts of seafood dish." – USA Today (emphasis added)
- **"Best U.S. Airport Food" - USA Today, 2013.** Legal Sea Foods (Boston Logan International Airport) Named a winner in the 10 Best Readers' Choice Awards for "Best U.S. Airport Food."
- **"31 Best Airport Restaurants Around the World" - USA Today, 2012.** The Daily Meal's list of the 31 best airport restaurants around the world was carefully curated through a six-month-long nomination process. Restaurants were judged

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in two categories: cuisine and style/décor/service. From innovative menu options to plating and presentation to freshness, quality, and taste, The Daily Meal evaluated each restaurant's cuisine and only included the restaurants that were deemed to be extraordinary. For the second category, panelists evaluated the dining experience, from the restaurant's interior and dining-room ambiance to the service, voting for the restaurants that offer an unrivaled experience. From Miami to Munich and Seattle to Singapore, there are dozens of outstanding airport restaurants, many a destination in their own right." - USA Today

As a result of receiving customer complaints about DoorDash, Legals became aware that DoorDash had been using its trademarks, increasing its menu prices and holding itself out as a delivery service for Legals. On December 7, 2015, Legals notified DoorDash by certified letter of its unfair and deceptive practice of using Legals' Trademarks to lure customers to its website under the pretext that (a) DoorDash is an authorized agent of Legals, (b) Legals is Merchant Partner of DoorDash, (c) Legals approved the restaurant menu pricing on DoorDash's website, (d) DoorDash is properly licensed to deliver food products and goods to customers, and (e) Legals authorized DoorDash to make deliveries of food products and goods on its behalf. A copy of the Cease and Desist Letter to DoorDash and its CEO, Tony Xu, dated December 7, 2015 is attached hereto as Exhibit 3. In the December 7th letter, Legals *demand*ed that DoorDash cease and desist immediately this unfair and deceptive activity. DoorDash has failed and refuses to (a) respond to the Cease and Desist Letter and (b) to stop its unfair and deceptive practices. DoorDash's deceptive practice of posting Legals' Restaurant Menus on its website continues as evidenced by the screen shot of DoorDash's website dated January 7, 2016 and is attached hereto as Exhibit 4.

DoorDash is a start-up delivery service and incorporated as a Delaware corporation on May 21, 2013, and registered as a foreign corporation in Massachusetts on the same day. Legals operates twenty-five (25) restaurants alone in the Commonwealth of Massachusetts. Published reports state that less than two (2) years after incorporation, DoorDash raised \$40 million dollars (Series B funding) based upon a company valuation of \$600,000 million dollars. It is reasonable to infer that DoorDash's valuation is based, in part, on its ability to provide delivery services for restaurants such as Legals. In a recent video posted on-line, the CEO of DoorDash confesses that the company makes a profit from the commission agreement with restaurants and that the drivers are paid the delivery fee plus any tips. Thus, DoorDash only makes money based upon its relationship with the restaurants. Accordingly, it is also reasonable to infer that DoorDash is and has been benefiting financially by using the trademarks and service marks of Legals, which has built a stellar reputation over the last 50 years as one of the world's premier seafood companies and restaurants.

To generate its valuation, attract investors, and make a profit, DoorDash's business model offers customers a list of restaurant menus plus a means to order meals and have them delivered to their door. To purchase food products and goods from a restaurant, customers provide DoorDash with a debit or credit card for payment. Customers then place an order

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through DoorDash and make the required payment but they do not directly order from or pay the restaurants. Customers falsely assume that DoorDash has a relationship with all Merchant Restaurants because they appear on DoorDash's website, and DoorDash provides a delivery service.

In some instances, DoorDash makes a concerted effort not to notify the Merchant Restaurants that a purchase is being made via DoorDash's website or phone app. Recent reports suggest that DoorDash's training video specifically instructs delivery drivers not to use the name "DoorDash" when picking up orders from restaurants that are not Merchant Partners. The drivers are further advised to not show or provide the restaurant receipt to the customer. DoorDash does not want the customer to know that it is charging the customer more for certain food products and goods than the restaurant.

DoorDash's posting of Legals' Restaurant Menus on its website actively and intentionally misrepresents to customers that DoorDash has a food products and goods delivery agreement with Legals. Consistent with its business practice, after customers pay DoorDash directly for Legals' food products and goods meals, DoorDash then places the same order with Legals. DoorDash pays Legals directly for the order and picks up the food products and goods for delivery to the customer. However, Legals does not have nor did it ever have a Merchant Partner agreement with DoorDash. Legals has never agreed to permit DoorDash to (a) list Legals as a Merchant Partner on its website and (b) represent to Legals' customers that DoorDash is an approved delivery service. To get around the fact that Legals is not a Merchant Partner and to earn a "commission [its only source of revenue per transaction]," DoorDash intentionally, deceptively, and by design increases the prices of food products on Legal's Restaurant menus, pockets the spread, and passes the increased cost onto the customer. This unfair and deceptive acts and conduct is a pattern of activity and behavior of DoorDash and is by no means an isolated incident. On November 6, 2015, In-N-Out Burgers filed suit against DoorDash in federal court in California on nearly identical claims of DoorDash hold itself out as an approved delivery service. A copy of the In-N-Out Docket Sheet is attached hereto as Exhibit 5.

In addition to the infringement of Legals' Trademarks and noted customer misrepresentations, DoorDash is putting Legals at risk for claims by customers relating to the quality of its food products. Legal has no control over DoorDash's operations including (a) how its food products are being cared for during the delivery process; (b) how long it takes for DoorDash to make a delivery; or (c) whether DoorDash regularly complies with all applicable health and sanitary codes. DoorDash puts Legals at risk for customer complaints and claims of food contamination and/or spoliation, and related illnesses, which would substantially damage Legals' reputation and standing in the restaurant business, and could result in irreparable damages and financial loss.

Chapter 93A "was designed to encourage more equitable behavior in the marketplace and impose liability on persons seeking to profit from unfair practices." *Arthur D. Little, Inc. v. Dooyang Corp.*, 147 F.3d 47, 55 (1st Cir. 1998) (quoting *Linkage Corp. v. Trustees of Boston Univ.*, 425 Mass. 1, 25 (1997)). Chapter 93A prohibits all unfair or deceptive acts or practices.

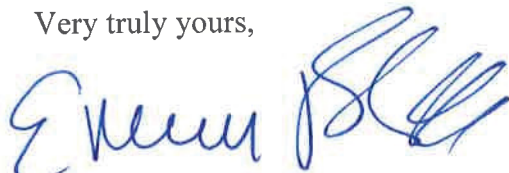
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Although courts frequently merge the concepts of unfairness and deception, liability may be based solely on unfairness or deception. See *Commonwealth v. Fremont Inv. & Loan*, 452 Mass. 733, 742–43 (2008); “[U]nfair or deceptive conduct is best discerned ‘from the circumstances of each case.’” *Kattar v. Demoulas*, 433 Mass. 1, 14 (2000) (quoting *Commonwealth v. DeCotis*, 366 Mass. 234, 242 (1974)). The Supreme Judicial Court has also held that the existence of an industry-wide practice would not constitute a defense to conduct considered unlawful under G.L. c.93A. *Commonwealth v. DeCotis*, 366 Mass. 234, 240 (1974). See also *Therrien v. Resource Financial Group, Inc.*, 704 F. Supp. 322, 329 (D.N.H. 1989).

DoorDash’s acts and conduct including its knowingly and intentionally (i) misappropriating Legals’ Trademarks for its financial gain, (ii) misleading Legals’ consumers by using Legals’ Restaurant Menus and artificially increasing prices, and (iii) causing damage to Legals’ business reputation are each separate, unfair and deceptive acts and practices as defined by Chapter 93A.

On information and belief, DoorDash has been doing business in Massachusetts since its inception in 2013. It has also unlawfully used Legals’ Trademarks to generate revenue and a business valuation of \$600,000 million in less than two years. It is fair to assume that a portion of that business value is attributed to its use of Legals’ Trademarks and artificial increase of food products prices on Legals Restaurant Menus. Legals demands payment from DoorDash of monetary damages in the sum of \$1,000,000 million dollars. Legals further demands that DoorDash (a) cease and desist the practice of using Legals’ Trademarks and other unfair acts and practices as described herein, (b) remove Legals Trademarks from its website, (c) remove the Legal Restaurant Menus from its website, (d) disgorge all profit from the re-sale of Legals’ food products and goods, and (e) that DoorDash enter into a written agreement memorializing this understanding. Under the provisions of Section 11, Chapter 93A, we are providing you with the opportunity to make a written offer of settlement of these claims within thirty (30) days. If you fail to make a good faith offer of settlement in response to this request within the time permitted, Legals will institute a legal action seeking an award of double or triple damages in addition to attorney’s fees and costs.

Very truly yours,



E. Macey Russell

EXHIBIT 1

Let's Work Together

Partner with DoorDash

Become a Partner

A member of our Partnerships team will be in touch shortly after you submit this form.

Store Name

Restaurant name

Contact Name

John Doe

Cell Phone

(XXX) XXX-XXXX

Email

jdoe@gmail.com

Street Address

123 Main St

City

Palo Alto

Region



Get Started

Delivery Connects

Redefine direct-to-consumer with delightful delivery. By listing on the DoorDash marketplace, you're instantly integrating efficiency into your business.

Setup is a snap - just give us a few details and you'll be on your way to increased exposure, boosted order volume, not to mention being part of a growing DoorDash family.

Expand your reach

Double your to-go sales while reaching new demographics.



Always professional

Our couriers are vetted and trained to be the best.



We've got your back

Something come up? Talk to a real person. We're here for you.



Owners Approve

"We've been so happy with it that we want to add our other restaurants to the site as well! I would honestly recommend DoorDash over all of our other delivery/online ordering services that we use because of the great results we've seen."

Jessica Cheung

Sushi 88 and Ramen, Pearl Cafe

"The clear organization of DoorDash is what made me agree to try it out. And it's turned out great—the communication, professionalism, organization; they're all really great attributes of DoorDash [...] That's why I actually only use DoorDash."

Lumi Gardner

Fuki Sushi

"Our to-go sales have doubled and our customers--both regular and new--have had nothing but good things to say about the service. They're prompt in picking up the orders and their drivers are pleasant and professional."

Joe Antuzzi

Il Postale

"Partnering with DoorDash has boosted our business tremendously. The people are great--drivers, support reps, you name it. DoorDash has allowed us to build a bridge of convenience, efficiency, and accessibility to our customers."

Onna Hui
Project Juice

Success Stories

Read more about our partners and the DoorDash community in our monthly publication.

Read DoorDash Stories (<http://stories.doordash.com>)

[About \(/about/\)](#) • [Blog \(http://blog.doordash.com\)](http://blog.doordash.com) • [Jobs \(/jobs/\)](#) • [Terms \(/terms/\)](#) • [Privacy \(/privacy/\)](#) •
[Help & Support \(/support/\)](#) • [Become a Merchant \(/merchant/apply\)](#) • [Become a Dasher \(/driver/apply\)](#)

 (<http://twitter.com/doordash>)  (<http://facebook.com/doordash>) 
(<http://instagram.com/doordash>)

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EXHIBIT 2

Delivery Address: Boston, MA 02110, USA (Change Address (/?force=1))



Search for restaurants

Pick Your Restaurant

Fast delivery within an hour · No minimum order size

DoorDash Select

[Learn More](#)

Introducing

DoorDash Select

. Lower Delivery Fee

Lower than other merchants

. Faster Preparation

Get your food up to 20% faster

. Curated For You

The best merchants, chosen by us



Tasty Burger (Back Bay)

Burgers & Dogs

\$3.99



48 mins



Alexandria Pizza & Grill

Pizza, Greek



48 mins

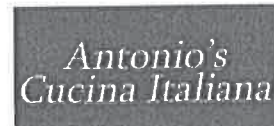


Anna's Taqueria

Mexican



44 mins



Antonio's Cucina Italiana

Italian, American



44 mins



Avana Sushi



Billy Tse



Black Seed Cafe

Sushi

 44 mins

Beard Papa's (Boston)

 Desserts

 44 mins

Japanese, Sushi Bars,
 Chinese

 38 mins

Middle Eastern, Halal,
 Falafel


 45 mins




Blue Fuji (Boston)
 Chinese, Japanese

 45 mins



Cafe Podima
 Sandwiches

 45 mins



Chatime (Hudson)
 Fusion Tea House

 44 mins



Chilli Duck Thai
 Thai


 50 mins



Cocobeet
 Juice Bar, Vegan

 41 mins




Code 10
 Deli, Sandwiches

 45 mins




Crush Pizza
 Pizza, Italian

 38 mins




Dirty Water Dough
 Pizza

 50 mins




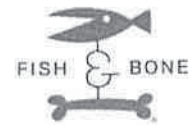
Dosa Factory
 Indian

 45 mins




Ducali
 Pizzeria & Bar

 41 mins




Dumpling Cafe
 Taiwanese

 44 mins




Fish & Bone
 Pet Store

 50 mins



Genki Ya
 Bars, Japanese, Sushi

 48 mins



Itadaki
 Japanese, Sushi

 46 mins



J.J. Foley's Cafe
 American

 47 mins



Kashmir
 Indian

 48 mins



Koy
 Korean Fusion



Kung Fu Tea
 (Kneeland St)
 Smoothies, Tea



La Famiglia Giorgio's



Massimino's Cucina
 Italiana
 Italian-American



38 mins



Mela Indian Bistro

Indian
 50 mins



44 mins



Pho Pasteur
 Vietnamese

44 mins

Gluten-Free, Italian,
 Pizza



41 mins



Pinkberry (North End)

Frozen Yogurt
 38 mins



41 mins



Pita Kabob
 Middle Eastern

45 mins



Pressed Boston
 Juice & Smoothies,
 Vegetarian

45 mins



Rigoletto
 Italian

38 mins



Royal Punjab
 Indian, Halal

50 mins



Sal's of South Boston

Pizza, Italian
 45 mins



Salvatore's (Theater)

Italian
 44 mins



Sidebar (Boston)
 American (Traditional)

45 mins



South End Buttery
 Bakery, American,
 Breakfast & Brunch

50 mins



Stats Bar & Grille
 Sports Bars, American

50 mins



The Chicken & Rice
 Guys
 Chicken and Rice

45 mins



The Juice Box
 Acai Bowls, Juices,
 Smoothies

48 mins



The Paramount (South
 Boston)
 American

50 mins



Thirst Juice Co.
 Vegetarian, Juice &
 Smoothies

41 mins



Trattoria Newbury ✓
 Italian

 45 mins

U & D Kitchen ✓
 Asian Fusion, Thai

 38 mins


Umai Sushi ✓
 Japanese, Sushi

 50 mins

Vanderbilt Kitchen &
 Bar ✓
 American (Traditional),
 Bars

 38 mins




Vejigantes ✓
 Puerto Rican, Latin
 American

 50 mins




WICHIT ✓
 Sandwiches

 50 mins




Wabora ✓
 Asian Fusion,
 Japanese, Sushi

 50 mins



Yankee Lobster
 Company ✓
 Lobster, Fresh
 Seafood

 45 mins




Aceituna Cafe ✓
 Mediterranean,
 Lebanese

 48 mins




Cafe Jaffa ✓
 Middle Eastern

 45 mins




House of Siam ✓
 Thai

 50 mins




Pizzeria 260 ✓
 Italian, Pizza

 47 mins

sweetgreen

Sweetgreen (372
 Congress) ✓
 Salad, Gluten-Free,
 Vegetarian

 73 mins



Tenoch Mexican ✓
 Mexican

 40 mins

Thai Basil

Thai Basil (Boston) ✓
 Thai, Seafood

 48 mins



Trident Booksellers
 Cafe ✓


 45 mins



California Pizza
 Kitchen (Cambridge)

 California-Style
 Cuisine



Mast' ✓
 Pizza, Italian

 Pre-order for 4:45PM



Samurai Express ✓
 Japanese

 Pre-order for 4:45PM



The Elephant Walk ✓
 French Cambodian
 cuisine

 Pre-order for 4:45PM



Pre-order for 4:45PM



P.F. Chang's
 Asian Fusion and
 Chinese



Pre-order for 4:45PM



Casa Romero
 Mexican



Pre-order for 5:45PM



Estragon
 Tapas, Spanish



Pre-order for 5:45PM



La Voile
 French



Pre-order for 5:45PM



Lala Rokh
 Middle Eastern



Pre-order for 5:45PM



Lincoln Tavern &
 Restaurant
 American, Wood Fired
 Pizza



Pre-order for 5:45PM



Papagayo (South
 Boston)
 American (New), Bars



Pre-order for 5:45PM



Sip Wine Bar &
 Kitchen
 Tapas



Pre-order for 5:45PM



Moonshine 152
 American (New)



Pre-order for 6:15PM



Typhoon Asian Bistro
 Japanese, Asian
 Fusion, Sushi



Pre-order for 6:15PM

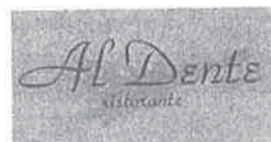
All Merchants



99 Restaurant & Pub
 (Charlestown)
 American



47 mins



Al Dente Restaurant
 Italian, Bakeries



38 mins



Alfredo's Italian
 Kitchen (South
 Boston)
 Italian



45 mins



Au Bon Pain
 Cafe, Bakeries,
 Sandwiches



44 mins



Bailey and Sage (State Street)
 Sandwiches
 38 mins



Barlow's
 New American
 44 mins



Barney Fanning's
 Irish, Pubs
 38 mins



Beantown Pho & Grill
 Vietnamese, Thai, Asian Fusion
 45 mins



Beantown Pub
 Pubs, American
 50 mins



Benevento's
 Italian, Pizza
 38 mins



Bon Me
 Vietnamese
 45 mins



Boston Beer Garden
 Pub
 50 mins



Boston Beer Works
 Brew Pub
 48 mins



Boston News Cafe
 Breakfast & Brunch
 41 mins



Broad Street Riot
 East Coast Cookery
 38 mins



Burger King
 Fast Food
 45 mins



CVS Pharmacy
 (Boston)
 Convenience Store
 48 mins



CafeTeria Boston
 American
 45 mins



Champions
 American
 50 mins



Club Cafe
 Pubs, Italian, Cafes
 47 mins



Cosi
 Sandwiches,
 Flatbread Pizza
 44 mins



Crazy Dough's Pizza
 (JP)
 Pizza
 45 mins



Dino's
 Italian, Deli
 41 mins



Domino's
 Domino's Charlestown
 Chicken Wings, Pizza,
 Sandwiches
 47 mins



Douzo Sushi
Sushi, Japanese



48 mins



Dunkin' Donuts
Coffee & Donuts



47 mins



El Molino
Chilean



38 mins



Elephant & Castle
American pub fare



41 mins



Ernesto's
Pizza, Dessert



38 mins



Five Guys
American (New),
Burgers, Fast Food,
Hot Dogs



59 mins



Five Horses Tavern
Modern American



45 mins



Flat Black
Coffee



41 mins



Georgetown Bakery
Bakery, Desserts
Scheduled Only



Haru Sushi
Japanese, Sushi



50 mins



J.P. Licks
Ice Cream, Frozen
Yogurt



45 mins



James Hook & Co
Seafood



57 mins



Jenny's Pizza
Pizza



48 mins



Joe's American Bar &
Grill
American



50 mins



Jugos
Juice & Smoothie Bar



58 mins



Kendall House of
Pizza
Pizza



50 mins



King & I Thai
Thai



49 mins



Kinsale Irish Pub
Irish Pub



41 mins



Legal Crossing
Seafood



44 mins



Legal Sea Foods
American (Traditional),
Seafood, Wine Bars





Lucia Ristorante
 Italian
 38 mins



Maggiano's Little Italy
 Italian Family
 Restaurant
 45 mins



Marliave
 French
 45 mins



Max Brenner
 Chocolate Cafe
 50 mins



McDonald's (McGrath
 Hwy)
 Fast Food, Burgers
 45 mins



Morton's
 Seafood, Steakhouses
 44 mins



Mother Juice
 Juice Bar
 49 mins



Mr. Dooley's
 Irish, Pub
 38 mins



My Thai Vegan Cafe
 Thai, Vegan
 44 mins



North 26
 American (Traditional),
 Modern European,
 Steakhouses
 38 mins



North End Fish Market
 Sushi Bar,
 Sandwiches, Seafood
 38 mins



Palm Restaurant
 Seafood, Steakhouse
 38 mins



Papa Razzi (Boston)
 Italian
 48 mins



Pastoral Artisan Pizza
 & Kitchen
 Italian
 45 mins



Pauli's
 Subs, Salads, Lobster
 Rolls
 38 mins



Peet's Coffee & Tea
 Coffee & Tea
 45 mins



Penang
 Malaysian



Piperi Mediterranean
 Grill



Poe's Kitchen at The
 Rattlesnake



Potbelly
 Sandwiches


44 mins



Q Restaurant
Chinese, Sushi Bar


46 mins


Mediterranean

46 mins



Rabia's
Seafood, Italian


52 mins

Latin-style

47 mins



Riccardo's
Italian


38 mins


41 mins



Rock Bottom
American (Traditional),
Breweries


45 mins



Roost Bistro
New American, New
England


45 mins



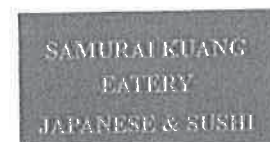
Sabroso Taqueria
Mexican


38 mins



Saladworks
Salad, Sandwiches,
Soup


47 mins



Samurai Kuang Eatery
Japanese, Chinese,
Sushi Bars


41 mins



Saus
Belgian


41 mins



Scollay Square
Casual Bistro


45 mins



Scoozi Newbury
Italian, Pizza


50 mins



Seoul Boston
Korean, Sushi,
Japaneses


45 mins

shabu&mein

Shabu & Mein
Ramen Bowls & Hot
Pots


48 mins



Shake Shack
Burgers, Ice Cream &
Frozen Yogurt


50 mins



Shawarma Falafel
Middle Eastern


41 mins



Skampa
Sandwiches


50 mins



Smith & Wollensky
Smith & Wollensky



Sofa Cafe



Squeeze



Starbucks

Steakhouse, Seafood



44 mins



Stephi's on Tremont

Stephi's on Tremont
American



50 mins



Temazcal Tequila
Cantina (Seaport)
Mexican



44 mins



The Living Room
Breakfast & Brunch,
Lounges



45 mins



The Upper Crust
Pizzeria
Italian, Pizza



45 mins



Cafe



50 mins



Taco Bell
Mexican Fast Food



50 mins



Temple Place Cafe
Café, Sandwiches,
Crepes



45 mins



The Parish Cafe
Cafes, Desserts,
Sandwiches



47 mins



The Warren Tavern
American



54 mins



Juices, Smoothies,
Acai Bowls



41 mins



Taiwan Cafe
Taiwanese, Chinese



44 mins



The Chart House
Restaurant
Seafood &
Steakhouse



45 mins



The Pour House
American



45 mins



Thinking Cup (North
End)
Coffee, Sandwiches



38 mins



Coffee & Tea



38 mins



Tantric Indian Bistro
Indian



45 mins



The Cheesecake
Factory
American



70 mins



The Tap Trailhouse
American, Pub



38 mins



Tossed
Sandwiches, Salads



41 mins



Uno Due Go
Salad, Pizza



45 mins



Wendy's
American



48 mins



Amrheins
American



Pre-order for 4:45PM



Gennaro's 5 North
Square
Italian



Pre-order for 4:45PM



La Galleria 33
Italian



Pre-order for 4:45PM



Uno Pizzeria & Grill
Pizzeria & Grill



50 mins



Worden Hall
American



48 mins



Antico Forno
Italian, Pizza, Gluten-
Free



Pre-order for 4:45PM



Hillstone Restaurant
American (New), Sushi



Pre-order for 4:45PM



Mangia Neapolitan
Pizza
Artisan Pizza, Wraps



Pre-order for 4:45PM

ROSA MEXICANO

Viga Italian Eatery
Italian



48 mins



Za Restaurant
Pizza, American



50 mins



Artu (North End)
Italian



Pre-order for 4:45PM



Jacob Wirth
German Restaurant



Pre-order for 4:45PM



Nix's Mate
modern American



Pre-order for 4:45PM



Warehouse Bar & Grill
American



38 mins



Ziti's Express
Pizza, Italian, Burgers



45 mins



Durgin Park
Seafood,
Steakhouses,
American (Traditional)



Pre-order for 4:45PM



Kika Tapas
Spanish Tapas



Pre-order for 4:45PM



Piattini
Italian




Pre-order for 4:45PM




Ristorante Fiore
 Italian

 Pre-order for 4:45PM

Rosa Mexicano
 Mexican

 Pre-order for 4:45PM

Shun's Kitchen
 Sushi, Japanese,
 Korean

 Pre-order for 4:45PM


The Merchant
 American Brasserie

 Pre-order for 4:45PM




The Trophy Room
 American (New),
 Cocktail Bars

 Pre-order for 4:45PM




Towne Stove
 American

 Pre-order for 4:45PM




Empire
 Asian Fusion,
 Lounges

 Pre-order for 5:15PM




Shenannigans
 Irish Pub

 Pre-order for 5:15PM




5 Napkin Burger
 Burgers

 Pre-order for 5:45PM




75 Chestnut
 American, Diner

 Pre-order for 5:45PM




Addis Red Sea
 Ethiopian

 Pre-order for 5:45PM




Aragosta Bar and
 Bistro
 Italian, Bars

 Pre-order for 5:45PM




Artisan Bistro
 American

 Pre-order for 5:45PM



Atlantic Fish Co.
 Seafood

 Pre-order for 5:45PM



Back Bay Harry's
 American

 Pre-order for 5:45PM



Boston Chops
 Steakhouse


 Pre-order for 5:45PM




Bostonia Public
 House
 New England

 Pre-order for 5:45PM




Brasserie JO
 French

 Pre-order for 5:45PM



Carrie Nation Cocktail
 Club
 Upscale New England
 Fare

 Pre-order for 5:45PM



Committee
 Mediterranean Meze,
 Small Plates

 Pre-order for 5:45PM



El Centro (Boston)

Mexican



Pre-order for 5:45PM



Emmet's Irish Pub

Irish Pub



Pre-order for 5:45PM



Evoo

New American



Pre-order for 5:45PM



Figs Charlestown

Pizza



Pre-order for 5:45PM



Fleming's Prime

Steakhouse

Steakhous



Pre-order for 5:45PM



Helmand Restaurant

Afghani



Pre-order for 5:45PM



Ironside Grill

American



Pre-order for 5:45PM



Koullshi

Hookah Bars,

Lounges



Pre-order for 5:45PM



Legal Oysteria

Seafood



Pre-order for 5:45PM



Little Lamb

Mongolian, Hot Pot



Pre-order for 5:45PM



Lucky's Lounge

American



Pre-order for 5:45PM



Masa Restaurant

American, Mexican



Pre-order for 5:45PM



Maurizio's

Italian



Pre-order for 5:45PM



Meadhall

Gastropub



Pre-order for 5:45PM



Navy Yard Bistro

New American



Pre-order for 5:45PM



Panificio

Italian Bistrot



Pre-order for 5:45PM



Petit Robert Bistro

French



Pre-order for 5:45PM



Post 390

American



Pre-order for 5:45PM



Precinct Kitchen + Bar

American



Pre-order for 5:45PM



Red Lantern

Asian Fusion, Sushi



Pre-order for 5:45PM

ROW 34

Row 34

Oyster menu plus fish entrees



Pre-order for 5:45PM



Rustic Kitchen Bistro & Bar
Italian



Pre-order for 5:45PM



Ruth's Chris Steak House
Steak



Pre-order for 5:45PM



Summer Shack
Seafood



Pre-order for 5:45PM



Tangierino
Moroccan



Pre-order for 5:45PM



Tavern Road
Street Food



Pre-order for 5:45PM



The Capital Grille
Steakhouse,
American, Seafood



Pre-order for 5:45PM



The Daily Catch
Seafood



Pre-order for 5:45PM



Vintage Restaurant and Lounge
American



Pre-order for 5:45PM



Ward 8
New American Restaurant



Pre-order for 5:45PM



Bambara
New American



Pre-order for 6:15PM



Beacon Hill Hotel & Bistro
American



Pre-order for 6:15PM



Black Sheep Restaurant
American



Pre-order for 6:15PM



Clink
American



Pre-order for 6:15PM



Dante
Creative Italian



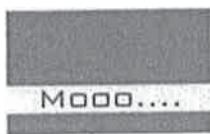
Pre-order for 6:15PM



Grill 23 & Bar
American, Steak House



Pre-order for 6:15PM



Mooo...
Steakhouse



Pre-order for 6:15PM



Ostra
Seafood, Modern European



Scampo
Italian, Mozzarella bar



Pre-order for 6:15PM



Stella
Multi-Regional Italian



Pre-order for 6:15PM

Pre-order for 6:15PM



The Hungry I
French



Pre-order for 6:15PM



Tremont 647
American



Pre-order for 6:15PM



Sonsie
American



Pre-order for 7:15PM

Closed Merchants



Boloco (Congress St)



American, Mexican



Closed



Downtown Pita

Mediterranean,
Middle Eastern



Closed



Flame Cafe

Mediterranean,
American



Closed



Freshii (High Street)



American (New), Juice
Bars & Smoothies,
Salad



Closed



Pavia Italian Cuisine



Italian



Closed



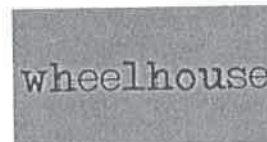
Sate Asian Grill on

Wheels

Ethnic Food, Korean



Closed



Wheelhouse

Burgers, Sandwiches



Closed



Appleton Cafe

Bakeries, Cafe



Closed



Bonapita

Mediterranean,
Bakeries



Closed



Bruegger's Bagels
Bagels, Sandwiches



Closed



Cafe Hemshin

Cafes, Turkish, Falafel



Closed



Cafe Rustico

Italian, Salads,
Sandwiches



Closed



Casa Razdora



Courthouse Seafood



Einstein Bros Bagels



Fomami

Italian



Closed

Seafood



Closed

Egg sandwiches,
soups, salads, baked
goods & bagels



Closed

Sandwiches, Asian
Fusion, Salad



Closed



Locale
Pizzeria



Closed



Mike & Patty's
Sandwiches



Closed



Mother Anna's
Italian



Closed



Mulligan's
Delis, Sandwiches



Closed



My Diner
Diners, Breakfast &
Brunch



Closed



Olga's Kafe
Breakfast & Brunch,
Coffee & Tea



Closed



Pita Thyme
Lebanese,
Mediterranean



Closed



Sa Pa
Vietnamese



Closed



Savor
Southern, Soul Food



Closed



Sorelle Bakery & Cafe
Bakery, Coffee



Closed



Stoddard's
American



Closed



Teatro
Italian



Closed



The Fill-A-Buster
Deli, Salad,
Sandwiches



Closed



West End Johnnies
Sports Bar



Closed



Zo
Authentic Gyros



Closed



Bin 26 Enoteca



Unavailable



Al's State Street Cafe



Firebrand Saints

Charles River Bistro



Cafes



Unavailable

Orinoco (South End)



Latin American,
Caribbean



Unavailable

Subs, Salads



Unavailable

American



Unavailable



Legal Test Kitchen
Legal Sea Foods
offshoot



Unavailable



Sam LaGrassa's
Sandwiches



Unavailable



Sebastians
Freshly Made Salads,
Sandwiches and More



Unavailable



Shabu-Zen
Japanese, Chinese



Unavailable

Delivery Hours Sunday - Wednesday: 8:00am - 11:30pm
 Thursday - Saturday: 8:00am - 1:00am

DoorDash is now available on mobile

No matter where you are or what you're doing, DoorDash is always at your fingertips



(<https://itunes.apple.com/us/app/doordash-food-delivery/id719972451?mt=8>)



(<https://play.google.com/store/apps/details?id=com.dd.doordash>)

About (/about/) • Blog (<http://blog.doordash.com>) • Jobs (/jobs/) • Terms (/terms/) • Privacy (/privacy/) •
 Help & Support (/support/) • Become a Merchant (/merchant/apply) • Become a Dasher (/driver/apply)

● (<http://twitter.com/doordash>) ● (<http://facebook.com/doordash>) ●

(<http://instagram.com/doordash>)

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EXHIBIT 3

L E G A L S E A F O O D S , L L C

Corporate Offices
One Seafood Way
Boston, Massachusetts 02210

December 7, 2015



If it isn't fresh, it isn't Legal!

Richard Heller
SENIOR VICE PRESIDENT AND
GENERAL COUNSEL
Phone: (617) 530-9510
Fax: (617) 530-9810
Email: rheller@legalseafoods.com

VIA FEDERAL EXPRESS
AND EMAIL
support@doordash.com

DoorDash Headquarters
566 Stanford Avenue
Palo Alto, CA 94306
Attn: Tony Xu, CEO

Re: **Infringement of the Trademark and Related Signs, Symbols and Marks of Legal Sea Foods, LLC (the "Company")**

Dear Mr. Xu:

Please be advised that I am Senior Vice President and General Counsel of Legal Sea Foods, LLC (the "Company"); and it has come to my attention that you have used the Company's logo and menu without the express permission of the Company.

The Company has originated and developed a proprietary system for the operation of seafood restaurants, seafood markets and related businesses and possesses copyrights, patents, and trademarks for designs, trade names, signs, insignias, symbols, and slogans employed in the operation of its businesses. The United States Patent and Trademark Office has granted federal trademark registration to Legal Sea Foods for its trademark name and related signs, symbols, and marks. Those signs, symbols, and marks have become uniquely associated with and identify the Company. Among the signs, symbols and marks of the Company granted trademark protection is the logo used on your website (the "Logo").

DoorDash's use of the Logo and menu on its website creates an inference that DoorDash's services are provided on behalf of, and in partnership with, the Company, and takes advantage of the goodwill associated with the Company's name, menu, and Logo. Moreover, the menu appearing on the DoorDash website inflates the pricing and clearly misrepresents the offerings to our guests.

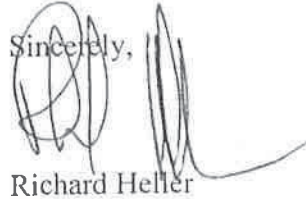
Unless DoorDash agrees to immediately cease and desist from further use of the Logo and menu on its website, the Company will consider itself at liberty to institute legal proceedings

DoorDash Headquarters
December 7, 2015
Page 2

against DoorDash and seek both injunctive relief against, and monetary damages from DoorDash. Please advise me in writing of your intentions no later than December 21, 2015.

I sincerely hope that you will voluntarily agree to cease and desist from further use of the Logo and menu. I look forward to, and anticipate, your prompt response.

Sincerely,

A handwritten signature in black ink, appearing to be 'Richard Heller', written over a horizontal line.

Richard Heller

RH/dc

cc: Stanley Schurgin, Esq. (via email)

EXHIBIT 4

Delivery Address: Boston, MA 02110, USA (Change Address (/force=1))



legal

Pick Your Restaurant

Fast delivery within an hour · No minimum order size

All Merchants



Legal Crossing
Seafood



54 mins

LEGAL OYSTERIA

Legal Oysteria
Seafood



54 mins



If it isn't fresh, it isn't Legal!

Legal Sea Foods
American (Traditional),
Seafood, Wine Bars



54 mins



Legal Test Kitchen
Legal Sea Foods
offshoot



58 mins

Delivery Hours Sunday - Wednesday: 8:00am - 11:30pm
Thursday - Saturday: 8:00am - 1:00am

DoorDash is now available on mobile

No matter where you are or what you're doing, DoorDash is always at your fingertips



(<https://itunes.apple.com/us/app/door-dash-food-delivery/id719972451?mt=8>)



(<https://play.google.com/store/apps/details?id=com.dd.doordash>)

About (/about/) • Blog (<http://blog.doordash.com>) • Jobs (/jobs/) • Terms (/terms/) • Privacy (/privacy/) •
Help & Support (/support/) • Become a Merchant (/merchant/apply) • Become a Dasher (/driver/apply)



(<http://instagram.com/doordash>)

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EXHIBIT 5

ACCO,(JCGx),AO120,DISCOVERY,MANADR

**UNITED STATES DISTRICT COURT for the CENTRAL
DISTRICT OF CALIFORNIA (Southern Division - Santa Ana)
CIVIL DOCKET FOR CASE #: 8:15-cv-01826-JLS-JCG**

In N Out Burgers v. Doordash
Assigned to: Judge Josephine L. Staton
Referred to: Magistrate Judge Jay C. Gandhi
Cause: 15:1114 Trademark Infringement

Date Filed: 11/06/2015
Jury Demand: Plaintiff
Nature of Suit: 840
Trademark
Jurisdiction: Federal Question

Plaintiff

In N Out Burgers
a California Corporation

represented by **Jennifer A Seigle**
Pillsbury Winthrop Shaw Pittman
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725 South Figueroa Street Suite
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213-488-7100
Fax: 213-629-1033
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LEAD ATTORNEY
ATTORNEY TO BE NOTICED

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richard.zaitlen@pillsburylaw.com

ATTORNEY TO BE NOTICED

V.

Defendant

Doordash

a California company

represented by **William J Brown , Jr**

Brown Wegner McNamara LLP

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Irvine, CA 92614

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Fax: 949-794-4099

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ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/06/2015	<u>1</u>	COMPLAINT Receipt No: 0973-16749285 - Fee: \$400. (Attachments: # <u>1</u> Exhibit A-S) (Attorney Richard H Zaitlen added to party IN-N-OUT BURGERS(pty:pla)) (Zaitlen, Richard) (Entered: 11/06/2015)
11/06/2015	<u>2</u>	CIVIL COVER SHEET filed by Plaintiff IN-N-OUT BURGERS. (Zaitlen, Richard) (Entered: 11/06/2015)
11/06/2015	<u>3</u>	Request for Clerk to Issue Summons on Complaint (Attorney Civil Case Opening) <u>1</u> IN-N-OUT BURGERS. (Zaitlen, Richard) (Entered: 11/06/2015)
11/06/2015	<u>4</u>	NOTICE of Interested Parties filed by Plaintiff IN-N-OUT BURGERS, identifying None. (Zaitlen, Richard) (Entered: 11/06/2015)
11/06/2015	<u>5</u>	REPORT ON THE FILING OF AN ACTION Regarding a Patent or a Trademark (Initial Notification) filed by IN-N-OUT BURGERS. (Zaitlen, Richard) (Entered: 11/06/2015)

11/09/2015	<u>6</u>	NOTICE OF ASSIGNMENT to District Judge Josephine L. Staton and Magistrate Judge Jay C. Gandhi. (twdb) (Entered: 11/09/2015)
11/09/2015	<u>7</u>	NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM filed. (twdb) (Entered: 11/09/2015)
11/09/2015	<u>8</u>	21 DAY Summons Issued re Complaint (Attorney Civil Case Opening) <u>1</u> as to defendant Doordash. (twdb) (Entered: 11/09/2015)
11/10/2015	<u>9</u>	INITIAL STANDING ORDER FOR CASES ASSIGNED TO JUDGE JOSEPHINE L. STATON. (tg) (Entered: 11/10/2015)
11/12/2015	<u>10</u>	PROOF OF SERVICE Executed by Plaintiff In N Out Burgers, upon Defendant Doordash served on 11/10/2015, answer due 12/1/2015. in compliance with Federal Rules of Civil Procedure by personal service.Original Summons NOT returned. (Seigle, Jennifer) (Entered: 11/12/2015)
11/24/2015	<u>11</u>	STIPULATION Extending Time to Answer the complaint as to Doordash answer now due 12/18/2015, re Complaint (Attorney Civil Case Opening) <u>1</u> filed by defendant Doordash.(Attorney Matthew K Wegner added to party Doordash(pty:dft))(Wegner, Matthew) (Entered: 11/24/2015)
12/16/2015	<u>12</u>	STIPULATION Extending Time to Answer the complaint as to Doordash answer now due 12/31/2015, re Complaint (Attorney Civil Case Opening) <u>1</u> filed by defendant Doordash.(Wegner, Matthew) (Entered: 12/16/2015)
12/30/2015	<u>13</u>	STIPULATION for Extension of Time to File Answer to 01/22/2016 re Complaint (Attorney Civil Case Opening) <u>1</u> filed by defendant Doordash. (Attachments: # <u>1</u> Proposed Order)(Wegner, Matthew) (Entered: 12/30/2015)
01/06/2016	<u>14</u>	ORDER by Judge Josephine L. Staton, Granting Stipulation to Extend Time to Answer (More than 30

days) 13 . IT IS ORDERED that Defendants time to answer or otherwise respond to the initial complaint shall be extended to January 22, 2016. (twdb) (Entered: 01/06/2016)

PACER Service Center			
Transaction Receipt			
01/07/2016 14:00:42			
PACER Login:	ch0042:2524357:0	Client Code:	0996030-0005/1421
Description:	Docket Report	Search Criteria:	8:15-cv-01826-JLS-JCG End date: 1/7/2016
Billable Pages:	3	Cost:	0.30